

**Iowa Department of Natural Resources
Environmental Protection Commission**

ITEM

11

DECISION

TOPIC **Contract – Genova Technologies – New Animal Feeding Operation
(AFO) Database**

Recommendation:

The Department requests Commission approval of a contract in the amount of \$235,000 with Genova Technologies for application development of a new AFO database. The project is expected to take nine months and includes nine months of post development support.

Funding Source:

The application development for the new database will be funded with IOWAccess Advisory Council dollars. The Council awarded \$282,000 for the project of which a portion is being used to develop a test plan and test cases. Development of the business requirements for the database was funded using \$50,000 provided by the state legislature for this purpose.

Background:

A new database application using current technology standards and including integration with the department's GIS system will allow staff, citizens and interested parties timely access to information about AFOs.

Citizens will be able to answer questions via the Internet such as:

- Are there AFO facilities in my area?
- What kind of animals and how many are in the facility?
- Is the facility planning on constructing new buildings and adding capacity?
- Does the facility have an approved manure management plan?
- Which watersheds or streams could be impacted by the AFO facility?

The functional requirements for the AFO application are a result of design sessions with DNR staff and interested parties such as the Sierra Club, Iowa Environmental Council, Iowa Association of County Conservation Boards, Des Moines Water Works, and Farm Bureau.

The AFO application will track reviews of more than 300 permit applications per year to ensure that new and expanding large confinements and open feedlots are designed and built to meet state requirements and protect environmentally sensitive areas that include certain lakes, streams, wetlands, and vulnerable aquifers. The application will track reviews of more than 5000 manure and nutrient management plans and display compliance activity associated with AFOs. The system's data will be available through easy to use search criteria, reports and be designed to allow flexible changes to automated

letters. Public access will allow producers to view their records and track permit application status and will allow public interest groups access to the data.

Purpose:

The purpose of the contract is to develop and test a new application, migrate data from the existing database, develop supporting materials for the application, provide training on the new application and provide post development support.

Consulting Firm Selection Process:

The Department, through the Department of Administrative Services, issued a Request for Proposals (RFP) in May. Proposals were received from 6 firms and evaluated by a team of DNR staff. Factors used to evaluate the proposals included the quality of the work plan, technical capability of the firm, technical capability of the proposed project staff and cost. Genova Technologies received the highest score.

Genova provided application development services for the current National Pollutant Discharge Elimination System (NPDES) database and is currently working on development of a new Field Office Compliance database for the Department.

Based on the committee's evaluation and total score, we recommend awarding the contract to Genova.

Gene Tinker
Animal Feeding Program Coordinator
Environmental Services Division

July 17, 2008

This Contract is entered is between the Iowa Department of Natural Resources (DNR) and Genova Technologies. The parties agree as follows:

SPECIAL CONDITIONS

Section 1 ***IDENTITY OF THE PARTIES***

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

Genova Technolgoies (Contractor), a privately held company, is organized under the laws of the State of Iowa and authorized to do business in the State of Iowa. The Contractor's address is: 5270 North River Boulevard NE, Cedar Rapids, Iowa 52411

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager: Christine Spackman
Iowa Department of Natural Resources
502 E. 9th St., Des Moines, Iowa 50319
515-281-7276
Christine.Spackman @dnr.iowa.gov

Contractor Project Manager: Mark Ackman
Genova Technologies
5270 North River Boulevard NE,
Cedar Rapids, Iowa 52411
(319) 378-8455
Mark.Ackman@genovatech.com

Section 2 ***STATEMENT OF PURPOSE***

2.1 Background. Four Bureaus within the DNR (Water Quality, Air Quality, Geologic Survey and Land Quality, and the Field Services & Compliance) manage the permitting and monitoring of approximately 8,000 facilities in Iowa and issue approximately 350 National Pollutant Discharge Elimination System (NPDES) permits.

The department considers the management of the Animal Feed Operation Construction Permits to be one of the key objectives of the Department and is included as a performance measure for Results Iowa. Our rivers and streams can be impacted by animal agriculture. When animals are kept in small areas animal byproducts become concentrated, becoming pollutants if they are not stored and managed properly. When excess nutrients and organic matter reach our waters, they can cause low levels of dissolved oxygen and in extreme cases, fish kills. Twenty-eight percent of fish kills are attributed to runoff from open lots,

management problems with manure storage at confined animal facilities. Iowa regulates animal feeding operations to reduce risk to and prevent contamination of our surface and groundwater. Feedlots and confinement facilities must be designed to minimize the risk that concentrated manure will reach our rivers and streams. DNR reviews construction plans for larger facilities, and inspects open feedlots and confinements to ensure that facilities meet state requirements.

2.2 Purpose. The parties have entered into this Contract for the purpose of retaining the Contractor to provide C# and MS SQL Server 2005 application development services for the Animal Feeding Operation. The purpose of the application is to track the reviews of permit applications to ensure that new and expanding large confinements and open feedlots are designed and built to meet state requirements and protect environmentally sensitive areas. The application also will track reviews of manure and nutrient management plans and display compliance activity associated with Animal Feeding Operations (AFOs). The system's data will be available through easy to use search criteria, reports and be designed to allow flexible changes to automated letters. Public access will allow producers to view their records and track permit application status and will allow public interest groups access to the data.

Section 3 DURATION OF CONTRACT

3.1 Term of Contract. The term of this Contract shall be August 19, 2008 through January 29, 2010 unless terminated earlier in accordance with the Termination section of this Contract.

3.2 Approval of Contract. If the amount of compensation to be paid by DNR according to the terms of this Contract is equal to or greater than \$25,000.00 (twenty five thousand dollars), then performance shall not commence unless by August 12, 2008 this Contract has been approved by the Environmental Protection Commission.

3.3 Renewal. DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed contract prior to the expiration of this Contract.

Section 4 DEFINITIONS

"Deliverables" shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Contract. Deliverables shall include the tasks set out in this Contract and everything produced by the Contractor that is related to the tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the deliverables.

"Task Milestone Date" shall mean any of the dates contained in the Contract stating the deadline for accomplishing tasks required by this Contract.

Section 5**STATEMENT OF WORK****5.1 Statement of Work.** Contractor shall perform the following tasks:

Obligation	Task Milestone Date
Task 1: High Level Work Plan	No later than 9/2/2008
Task 1a: Detailed Design Plan	9/2/2008
Task 1b: Data Model	10/14/2008
Task 1c: Document application design	9/2/2008
Task 1d: Data migration plan	10/14/2008
Task 1e: Schedule for implementation	10/14/2008
Task 2: Development	10/14/2008
Task 2a: Create database Tables including One Stop	10/14/2008
Task 2b: Create interface for FO Compliance, NPDES, and One Stop	10/14/2008
Task 2c: Create One Stop Migration	10/14/2008
Task 2d: Data migration #1	10/14/2008
Task 2e: Database views	10/14/2008
Task 3: Application Development	2/22/2009
Task 3a: Implement Authentication & Authorization	2/22/2009
Task 3b: Implement DocDNA link within AFO	02/22/2009
Task 3c: Implement the OneStop link	02/22/2009
Task 3d: Validate the data is loaded	02/22/2009
Task 3e: Install the application code	02/22/2009
Task 3f: Set up the web site	02/22/2009
Task 3g: Provide web site installation instructions	02/22/2009
Task 3h: Construct report views	02/22/2009
Task 3i: Develop three different login types	02/22/2009
Task 4: GenovaTesting	4/27/2009
Task 4a: Review and Update DNR Test Plan	3/22/2009
Task 4b: Data migration #2	3/22/2009
Task 4c: Deliver for testing	3/29/2009
Task 4d: Main Testing by DNR	4/27/2009
Task 4e: Fix bugs	4/27/2009
Task 4f: Retest (ensure all fixes work & don't cause more problems):	09/02/2008
Task 4g: Fix bugs	09/09/2008
Task 4h: Final check	09/16/2008
Task 5: DNR Testing	09/16/2008

Task 5a: Genova fixes bugs	09/16/2008
Task 6: Documentation and Training	5/5/2009
Task 6a: Technical document	3/6/2009
Task 6b: User Manual	03/15/2009
Task 6a: Six user training sessions	03/22/2009
Task 6c: Six admin training sessions	09/26/2008
Task 6d: Work request training	09/26/2008
Task 6e: ITE web app and database training	09/26/2008
Task 7: Implementation in Production (Deployment)	08/27/2008
Task 7a: Fix errors from DNR testing and supply new code	09/17/2008
Task 7b: Create the database on the production server	09/17/2008
Task 7c: Load the compliance database with data	09/17/2008
Task 7d: Run backups on the database server	09/17/2008
Task 7e: Validate the data is loaded	09/17/2008
Task 7f: Install the application code	09/17/2008
Task 7g: Set up the web site	09/17/2008
Task 7h: DNR validates the web site is up	09/17/2008
Task 7i: Data migration #3	09/17/2008
Task8: Post Production Support	03/15/2007

5.2 Final Notice of Acceptance. If DNR concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all deliverables and services required by this Contract have been satisfactorily completed and delivered, and that the implementation of the Statement of Work is completed and successfully deployed, then DNR shall issue a written Final Notice of Acceptance.

5.3 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

5.4 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop work directive. DNR shall provide to Contractor the reasons for the stop work directive.

5.5 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally

acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.6 Amendments to Statement of Work – Change Order Procedure.

Modifications, deletions and additions may be made to a Statement of Work at any time during the term of this Contract by mutual written consent of the parties. Any amendment to a Statement of Work shall be called a Change Order, and the following procedures shall be followed:

5.6.1 Written Request. DNR shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Services.

5.6.2 The Contractor's Response. The Contractor shall submit to DNR a time and cost estimate for the requested Change Order within five (5) business days of receiving the Change Order Request.

5.6.3 Acceptance of the Contractor Estimate. If DNR accepts the estimate presented by the Contractor within five (5) business days of receiving the Contractor's response, the Contractor shall perform the modified services subject to the time and cost estimates included in the Contractor response. The Contractor's performance and the modified services shall be governed by the terms and conditions of this Contract.

5.6.4 Adjustment to Compensation. The parties acknowledge that a Change Order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract and that such Change Order may require approval of the Natural Resources or Environmental Protection Commission.

5.7 Incorporation of Documents. The following documents, and any amendments thereto existing on the date this Contract is signed by DNR, are incorporated into this Contract by this reference: (1) the Request for Proposal issued on May 5, 2008 and written responses to bidders' question (collectively referred to as the RFP), attached as Exhibit B; and (2) the Contractor's Proposal of June 18, 2008 submitted in response to the RFP, attached as Exhibit A.

5.8 Preference. In the case of any inconsistency or conflict between the provisions of this document (including all related schedules and Statements of Work), the RFP or the Contractor's Proposal, the inconsistency or conflict shall be resolved as follows: first, by giving preference to the provisions of this document (including any Statements of Work); second, by giving preference to the provisions of the Proposal; and third, by giving preference to the provisions of the RFP.

Section 6**MONITORING AND REVIEW**

6.1 Task Milestone Dates. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: High Level Work Plan	No later than 9/2/2008
Task 1a: Detailed Design Plan	9/2/2008
Task 1b: Data Model	10/14/2008
Task 1c: Document application design	9/2/2008
Task 1d: Data migration plan	10/14/2008
Task 1e: Schedule for implementation	10/14/2008
Task 2: Development	10/14/2008
Task 2a: Create database Tables including One Stop	10/14/2008
Task 2b: Populate drop down lists	02/27/2008
Task 2c: Create One Stop Migration	02/27/2008
Task 2d: Data migration #1	02/27/2008
Task 2e: Database views	02/27/2008
Task 3: Application Development	07/08/2008
Task 3a: Implement Authentication & Authorization	07/08/2008
Task 3b: Implement DocDNA link within FO Application	07/08/2008
Task 3c: Implement the OneStop link	07/08/2008
Task 3d: Validate the data is loaded	07/08/2008
Task 3e: Install the application code	07/08/2008
Task 3f: Set up the web site	07/08/2008
Task 3g: Provide web site installation instructions	07/08/2008
Task 3h: Construct report views	07/08/2008
Task 3i: Develop three different login types	07/08/2008
Task 4: GenovaTesting	08/05/2008
Task 4a: Review and Update DNR Test Plan	08/05/2008
Task 4b: Data migration #2	08/05/2008
Task 4c: Deliver for testing	08/05/2008
Task 4d: Main Testing by DNR	08/18/2008
Task 4e: Fix bugs	08/25/2008
Task 4f: Retest (ensure all fixes work & don't cause more problems):	09/02/2008
Task 4g: Fix bugs	09/09/2008
Task 4h: Final check	09/16/2008
Task 5: DNR Testing	09/16/2008

Task 5a: Genova fixes bugs	09/16/2008
Task 6: Documentation and Training	09/26/2008
Task 6a: Technical document	07/24/2008
Task 6b: User Manual	07/24/2008
Task 6a: Six user training sessions	09/26/2008
Task 6c: Six admin training sessions	09/26/2008
Task 6d: Work request training	09/26/2008
Task 6e: ITE web app and database training	09/26/2008
Task 7: Implementation in Production (Deployment)	08/27/2008
Task 7a: Fix errors from DNR testing and supply new code	09/17/2008
Task 7b: Create the database on the production server	09/17/2008
Task 7c: Load the compliance database with data	09/17/2008
Task 7d: Run backups on the database server	09/17/2008
Task 7e: Validate the data is loaded	09/17/2008
Task 7f: Install the application code	09/17/2008

Failure by Contractor to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Contract by Contractor and shall be grounds for DNR to immediately terminate this Contract for cause.

6.2 Review Meetings. Commencing with beginning performance of this Contract, the Project Managers shall meet biweekly to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person or by telephone conference call, at the following times:

Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:

- accomplishments during the previous period,
- activities planned for the upcoming period,
- Tasks completed or deliverables produced during the previous period,,
- an updated schedule of upcoming deliverables,
- any problems or concerns encountered since the last meeting, and
- an explanation of any deviations from the financial and hourly expenditures contained in Contractor's proposal June 18, 2008, attached hereto as Exhibit A.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. DNR shall have the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The source of funding for this Contract is from Iowa Access.

7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$235,000. Payment shall be for satisfactory completion of the Statement of Work outlined in this Contract, provided that Contractor has complied with the terms of this Contract.

7.3 Retained Amount. DNR shall retain ten percent (10%) of the compensation associated with this Contract to secure the Contractor's performance under this Contract. The Retained Amount shall be payable only upon DNR's issuance of a written Final Notice of Acceptance.

7.4 Final Notice Acceptance of Implementation of Statements of Work. If DNR concludes, in its sole discretion, that all the Tasks required by the Statement of Work have been timely completed and all deliverables and services required by this Contract have been satisfactorily completed and delivered, and that the implementation of the Statement of Work is completed and successfully deployed, then DNR shall issue a written Final Notice of Acceptance.

7.5 Budget. The budget for this Contract shall be as follows:

Task	Amount of compensation allotted to Task
Task 1:	Not to exceed (amount)
Task 2:	Not to exceed
Task 3:	Not to exceed
Task 4:	Not to exceed
Task 5:	Not to exceed
Task 6:	Not to exceed
Task 7:	Not to exceed
Task 8:	Not to exceed
Task 9	Not to exceed
Task 10:	Not to exceed

Retained amount (10% of total contract amount)	
Total	Not to exceed \$235,000

7.6 Submission of Invoices. Invoices shall be submitted to DNR according to the following schedule:

<u>Task Milestone Date</u>	<u>Amount Due</u>	<u>Invoice Due No Later Than:</u>
Task 1:	10% or amount (example)	[date]
Task 2:	10% or amount (example)	[date]
Task 3:	5% or amount (example)	[date]
Task 4:		
Task 5:		
Task 6:		
Task 7:		
Task 8:		
Task 9:		
Task 10:		
Retained amount (10% of total contract amount):	10% of total	

Each invoice shall itemize the work performed pursuant to the Contract. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices shall be submitted to:

Iowa Department of Natural Resources
Attn: Christine Spackman
502 E. 9th Street
Des Moines, Iowa 50319

7.7 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State of Iowa for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:

Name
Address

7.8 No advance payment. No advance payments shall be made for any Deliverables provided by Contractor pursuant to this Contract.

7.9 Delay of Payment Due to Contractor's Failure. If DNR determines that the Contractor has failed to perform or deliver any service or product required by this Contract, then the Contractor shall not be entitled to any compensation, or

any further compensation if compensation has already occurred, under this Contract until such service or product is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the task or deliverable that was not completed, delivered and successfully deployed.

7.10 Erroneous Payments and Credits. Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

7.11 Set-off Against Sums Owed by Contractor. In the event that Contractor owes DNR or the State of Iowa ("State") any sum (including any State taxes in arrears) under the terms of this Contract, any other Contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Contractor. This may be done in DNR's sole discretion unless otherwise required by law.

7.12 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract or in a Change Order executed by both parties. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.

7.13 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the deliverables or services fail to conform to applicable specifications and requirements under this Contract. DNR shall give Contractor the reasons for the stop work directive.

7.14 Final Payment. Before final payment or a termination settlement under this Contract, the Contractor shall execute and deliver to DNR a release of all claims against DNR arising under, or by virtue of, this Contract except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by state law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.